

## CFRA CLASS CLAIM AND RELEASE FORM

To receive a settlement payment pursuant to the terms of the settlement negotiated between the California Department of Fair Employment and Housing ("DFEH") and Verizon Services, Inc., dba Verizon California, Inc. in *Dep't of Fair Employment and Hous. vs. Verizon Serv. Corp., dba Verizon California, Inc.*, Los Angeles Superior Court Case No. BC444066 ("CFRA Action"), you must carefully read, and then fully complete and sign this form. You must then *either* mail this CFRA Class Claim Form ("Claim Form") by certified mail postmarked on or before **February 15, 2011**, or personally deliver this Claim Form on or before 5:00 p.m. on **February 15, 2011**, to:

Simpluris, Inc.  
Attention: Verizon Claims Administrator  
**3176 Pullman Street # 123, Costa Mesa, California** 92626  
Toll Free: (888) 836-1292; Phone: (714) 824-8590

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1. My name and contact information are as follows (please verify and complete any missing information):

«Barcode» «Bar codeString»

Name/Address changes if any:

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

Business Telephone Number: (\_\_\_\_) \_\_\_\_\_ Residence Telephone Number: (\_\_\_\_) \_\_\_\_\_

2. During the "Class Period," which is defined as the period of time between June 18, 2007 and November 23, 2010, I was employed by the following Verizon entity or entities<sup>1</sup>: \_\_\_\_\_.

3. During the Class Period, I applied for at least one leave of absence pursuant to Verizon's Family and Medical Leave Act and/or California Family Rights Act ("CFRA") policy. With respect to this request, please circle "Yes," "No" or "Don't Know" with respect to all of the following statements:

	(circle one)		
I had worked for Verizon for at least one year prior to submitting at least one of my requests for family / medical leave.	YES	NO	DON'T KNOW
I had worked 1,250 hours in the 12-month period immediately preceding the date of at least one of my requests for family / medical leave.	YES	NO	DON'T KNOW
I had not already exhausted the 12 weeks of unpaid family / medical leave to which I was entitled.	YES	NO	DON'T KNOW
I believe that my request qualified as a family / medical leave under Verizon's policies.	YES	NO	DON'T KNOW
I believe Verizon improperly denied my request for family / medical leave.	YES	NO	DON'T KNOW
I believe Verizon improperly disciplined me for taking or requesting family / medical leave	YES	NO	DON'T KNOW
Verizon terminated me, or I resigned from my employment as a result of my request to take family / medical leave	YES	NO	DON'T KNOW

<sup>1</sup>The Verizon entities released in the CFRA Action include Verizon California Inc., IDEARC Media Sales West Inc., Verizon Corporate Resources Group LLC, Verizon Corporate Services Corp., Verizon Corporate Services Group Inc., Verizon Credit Inc., Verizon Data Services Inc., Verizon Data Services LLC, Verizon Enterprise Delivery LLC, Verizon Logistics, Verizon North Inc., Verizon Services Corp., Verizon Services Operations Inc., Verizon Services Organization Inc., Verizon Southwest, Verizon West Coast Inc., Contel of New York, Verizon North Retainco Co. and Verizon Online LLC (collectively "Verizon").

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4. I understand that, if I submit a proper, valid and timely Claim Form, I will become a "Claimant," and the DFEH will review Verizon's attendance and discipline records and independently evaluate whether I am entitled to receive a settlement payment at one of the following levels:

- i. Tier 1: Claimants whose applications for CFRA leave the DFEH determines improperly were denied, but who were not disciplined or terminated for CFRA-related absences receive a maximum payment of \$3,000;
- ii. Tier 2: Claimants whom the DFEH determines were disciplined, but not terminated for using or requesting CFRA leave will receive a maximum payment of \$6,000.
- iii. Tier 3: Claimants whom the DFEH determines were terminated or constructively terminated in violation of the CFRA will receive \$25,000.00.

5. I understand that the DFEH has the right, but not the obligation, to communicate with individual Claimants in evaluating their claims and in assessing the appropriate level of damages. I further understand that the DFEH has the authority and discretion to assign my claim to one of the three tiers identified above, and to increase the amount of any settlement payment made to me by as much as 20% as it deems appropriate, depending on the circumstances of my claim, and subject to the terms of the written CFRA Action settlement agreement (the "Agreement"), a copy of which may be obtained from the DFEH or from the files of the Los Angeles Superior Court. I understand that the DFEH has the further right to adjust and prorate the amount of all individual damage awards in the event that the total value of all payments made under the Agreement exceeds the \$6,011,190.00 maximum settlement amount ("Maximum Settlement Amount") agreed to by the parties. By submitting this Claim Form to the Claims Administrator, I hereby agree that the DFEH's decision with respect to my settlement payment shall be final, binding and dispositive.

6. I understand that all settlement payments shall be reported to federal and state taxing authorities under the Claimant's name and social security number. I also understand that I may be required to provide Verizon with a completed and signed Form W-9 as a condition of receiving a payment under the Agreement. I understand that Tier 1 and Tier 2 payments shall be treated as compensation for non-wage claims and shall be paid without withholding of taxes. I also understand that Tier 3 payments shall be apportioned for tax purposes so that 50% of each such payment shall be treated as wages and shall be paid net of all applicable employment taxes. The remaining 50% of each such payment shall be treated as compensation for non-wage claims and shall be paid without withholding. I understand and agree that I shall be solely responsible for all taxes due with respect to any amounts I receive pursuant to the Agreement and agree to indemnify, defend and hold Verizon harmless from and against any and all taxes, interest, penalties, attorney's fees and other costs imposed on Verizon as a result of any failure to timely pay such taxes. I understand and agree that Verizon shall pay the employer's share of any employment taxes from the Maximum Settlement Amount.

7. In consideration of the mutual promises contained in this Claim Form and the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I, for myself and my heirs, assigns, executors, administrators, and agents, past or present (collectively "Affiliates"), hereby fully and without limitation release, covenant not to sue, and forever discharge the Verizon entity or entities I reported in response to question 2 above, the Verizon entities identified in footnote 1, and their respective subsidiaries, divisions, affiliated corporations, affiliated partnerships, parents, trustees, directors, officers, shareholders, partners, agents, employees, representatives, consultants, insurance carriers, attorneys, heirs, assigns, executors and administrators, predecessors and successors, past and present (collectively, the "Verizon Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action (whether in law or in equity, or whether contractual, common law, statutory, federal, state or otherwise), suits, grievances, damages, losses, attorneys' fees, costs and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, that I or my Affiliates now have, or may ever have, against Verizon or any of the Verizon Releasees, that occurred during the Class Period and that arise out of or in any way relate to: (i) the claims and allegations asserted in the CFRA Action; (ii) any claim for disability discrimination arising from or relating to the claims alleged in the CFRA Action; and (iii) any claim for failure to engage in the interactive process or to provide reasonable accommodation arising from or relating to the claims alleged in the CFRA Action. I understand that I am waiving my right to any monetary recovery or relief should the Equal Employment Opportunity Commission, or any other agency, pursue any claims on my behalf that arise out of or relate to the claims and allegations released in the CFRA Action. I agree that, if any agency assumes jurisdiction of any complaint, claim or action against any Verizon Releasee on my behalf, regarding me, or based upon information provided by me, I will direct such agency to withdraw from the matter or dismiss the matter with prejudice. I further understand that, if the DFEH concludes that I am entitled to a Tier 3 settlement payment, I will be required to sign an individual settlement agreement containing a release of all claims I now have or ever had against Verizon as a condition of receiving such payment.

8. I and my Affiliates are aware of and familiar with the provisions of California Civil Code § 1542, which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

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With full awareness and understanding of the above provision, I and my Affiliates hereby waive and relinquish any and all rights and benefits that we may have under California Civil Code § 1542 or the law of any other state or jurisdiction, or common-law principle, to the same or similar effect. I and my Affiliates understand that the facts with respect to which the Agreement is entered into may be materially different from those the parties now believe to be true. I and my Affiliates accept and assume this risk, and agree that the Agreement and Release shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

10. I have received the Notice of Settlement. I submit this Claim Form to participate in the settlement reached in the CFRA Action, and submit to the jurisdiction of the Los Angeles Superior Court with respect to my claim asserted herein, and for purposes of enforcing the release of claims stated in this Claim Form and in the Agreement. I further agree and acknowledge that I am bound by the terms of any Order and Judgment that may be entered by the Court in this Action.

11. I understand that Verizon will not retaliate against any person who submits a Claim Form in connection with the CFRA Action.

I declare under penalty of perjury under the laws of the State of California that all the information supplied above is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(Month/ Day) (year) (City and State)

\_\_\_\_\_  
(Declarant's Signature)

\_\_\_\_\_  
(Please Type Or Legibly Print Your Name Here)

***Please remember that you must mail or deliver this CFRA Class Claim and Release Form to the Claims Administrator at the address listed on the first page no later than **February 15, 2011**.***